

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of :

~~Shulman's Wine & Liquor Store~~
t/a Shulman's Liquor

Application for a Retailer's License
A – renewal
at premises
1550 – 1st Street, S.W.
Washington, D.C.

Case No. 1159-99047P

**Roger Moffatt, Chair, Advisory Neighborhood Commission 2D, and Gottlieb Simon,
Executive Director, Advisory Neighborhood Commission 2D, Protestants**

Nancy K. Cho, President, on behalf of Applicant

**BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Allen Beach, Member
Ellen Oppen-Weiner, Esquire, Member
Max Salas, Member
Joseph Wright, Member**

ORDER ON WITHDRAWN PROTEST

The application, having been protested, came before the Board for public hearing on April 13, 1999, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Roger Moffatt, Chair, Advisory Neighborhood Commission 2D, and Gottlieb Simon, Executive Director, Advisory Neighborhood Commission 2D, filed timely protest letters dated April 12, 1999 and April 13, 1999, respectively.

The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated June 21, 1999, the protestants have agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.

Accordingly, it is this 29th day of September 1999, **ORDERED** that:

Shulman's Wine & Liquor Store, Inc.
t/a Shulman's Liquors
Page two

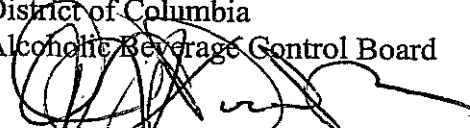
1. The protests of Roger Moffatt, Chair, Advisory Neighborhood Commission 2D, and Gottlieb Simon, Executive Director, Advisory Neighborhood Commission 2D, be, and the same hereby, are **WITHDRAWN**;

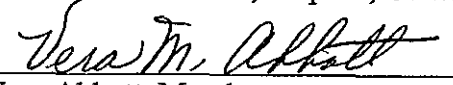
2. The application of Shulman's Wine & Liquor Store, Inc. t/a Shulman's Liquors for a retailer's class A license (renewal) at premises 1550 1st Street, S.W., Washington, D.C., be, and the same hereby, is **GRANTED**;

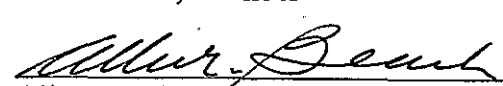
3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**; and,

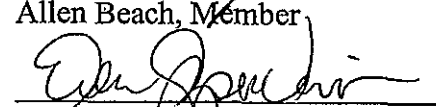
4. Copies of this Order shall be sent to the Protestants and the Applicant.

District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair


Vera Abbott, Member


Allen Beach, Member


Ellen Oppenheimer, Esquire, Member


Max Salas, Member

Joseph Wright

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AGREEMENT

Made this 21 day of June_1999, by and between Shulman's Wine & Liquor Store, Inc., t/a Shulman's Liquor, (the Applicant), and Advisory Neighborhood Commission 2D (the ANC) and Gottlieb Simon, Executive Director ANC 2D, (the Protestants).

WITNESSETH

WHEREAS, Applicant's application for a Retailers' Class A license for premises, 1550 First SW, ABC Application # 1159 is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC Board); and,

WHEREAS, the premises is within the boundaries of the ANC; and,

WHEREAS, the parties desire to enter into an agreement governing certain understandings regarding the issuance of a Retailers' Class A Liquor License at the subject premises; and,

WHEREAS, the Applicant operates a laundromat immediately adjacent to this establishment;

NOW, THEREFORE, the parties agree as follows:

1. Applicant will discourage and prevent loitering and panhandling within 50 feet of the establishment by:
 - a. posting a "No Loitering/No Panhandling" sign on the outside of the establishment;
 - b. posting a sign inside requesting customers not to contribute to panhandlers;
 - c. keeping a written record of dates and times when the MPD is called for assistance; and
 - d. not installing any new outdoor payphones outside the establishment, and by opposing the efforts any other party to install an outdoor payphone on or adjacent to the establishment;
2. Applicant will maintain the public space adjacent to the establishment in a clean and litter-free condition by:
 - a. picking up trash, including beverage bottles and cans, daily, or more often if needed.
 - b. sweeping the outside of the establishment daily, or more often if needed.

3. Applicant will maintain the interior and exterior of the establishment in a clean and well-painted condition free of graffiti.
4. Applicant will prohibit his employees or others from utilizing the interior or exterior of the establishment as a storage depot for scrap, recyclable, trash, debris, or other materials.
5. Applicant will participate in an ABC Board-approved course in alcoholic beverage sales and file a certificate of successful completion with the ANC within 90 days of the date of this agreement.
6. The parties further agree that the Applicant will have 120 days from the date of this agreement to complete painting of the establishment, and 30 days to remove all graffiti after it becomes present.
7. In consideration of, and reliance upon, the commitments reflected in paragraphs 1-6, the Protestants hereby withdraw their opposition to the applicant's pending license application.
8. The parties further agree that any failure of Applicant to adhere to the foregoing commitments would constitute grounds for the Protestants to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. 1513.5.

IN WITNESS WHEREOF, the parties have affixed hereto their hands and seals.

APPLICANT:

PROTESTANTS:

By: Ronald C. Cho
Ronald C. Cho

By: Gottlieb Simon
GOTTLIEB SIMON

By: Ahmed Assalam
AHMED ASSALAM

By: _____

1134

AGREEMENT

Made this 27 day of June 1997, by and between Molin, Inc., t/a Normandie Liquor, (the Applicant), and Advisory Neighborhood Commission 6B, (the ANC).

WITNESSETH

RECEIVED
ALCOHOLIC BEVERAGE
CONTROL DIVISION

WHEREAS, Applicant's application for a Retailers' Class "A" license for premises, 83 M Street SE, ABC Application #1134, is now pending before the District of Columbia Alcoholic Beverage Control Board (ABC); and,

WHEREAS, the premises is within the boundaries of the ANC; and,

WHEREAS, the parties desire to enter into an agreement governing certain understandings regarding the issue of a Retailers' Class "A" Liquor License at the subject premises;

WHEREAS, ANC 6B finds that the sale of single containers of beer, of 40 ounces or less, is associated with alcoholism, the illegal public consumption of alcohol, which, in turn, is associated with violence and other harmful and offensive behavior, including aggressive panhandling, and with the accumulation of destructive and publicly costly trash and litter; and,

WHEREAS, the ability of the District of Columbia government to provide essential public services is compromised by the failure of businesses and individuals to pay their financial obligations to the government in a full and timely manner; and,

WHEREAS, the strict enforcement of health, safety, and security regulations enhances compliance with such regulations, and, in turn, preserves and enhances the peace, order, and quiet of communities within the District of Columbia; and,

WHEREAS, the Applicant hereby certifies to the best of its knowledge it does not owe more than \$100 to the District of Columbia government as the result of any fine, fee, penalty interest or past due tax;

WHEREAS, Applicant declares that ending the sale of single containers of beer of 40 or fewer ounces will result in financial hardship and will severely limit the successful operation of the Applicant's business;

NOW, THEREFORE, the parties agree as follows:

1. Applicant will make its best efforts to prohibit and prevent loitering and panhandling within 100 feet of the establishment by:
 - a. keeping a "No Loitering/No Panhandling" sign on the outside of the establishment; and,
 - b. posting a sign inside the establishment requesting customers not to contribute to panhandlers; and,
 - c. asking loiters to move on whenever they are observed outside the establishment; and,
 - d. calling the MPD to remove the loiters if they refuse Applicant's request to move on; and,
 - e. keeping a written record of dates and times when the MPD is called for assistance; and,
 - f. not installing any additional outdoor payphones outside the establishment, and upon notice, by opposing the efforts of any other party to install an outdoor payphone on or adjacent to the establishment.
2. Applicant will make its best efforts maintain the public space adjacent to the establishment in a clean and litter-free condition by:
 - a. picking up trash, including beverage bottles and cans, on a daily basis.
 - b. sweeping the outside of the establishment on a daily basis.
3. Applicant will participate in an ABC Board-approved course in alcoholic beverage sales management.
4. Applicant will not advertise, outside or inside the store, the sale of single beers of any kind.
5. In consideration of, and reliance upon, the commitments reflected in paragraph 1-3, the ANC hereby withdraws its protest of the applicant's pending license application.
6. The parties further agree that any failure of Applicant to adhere to the foregoing commitment would constitute grounds for the ANC to petition the ABC Board for issuance of an order to show cause pursuant to 23 D.C.M.R. 1513.5.

IN WITNESS WHEREOF, the parties have affixed hereto their hands and seals.

APPLICANT:

ANC 6B:

By: 

By: 

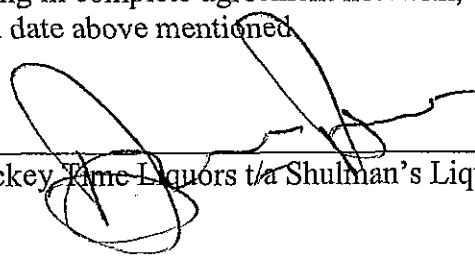
Thomas C. Wells, Chair

DRAFT**VOLUNTARY AGREEMENT**

This "Voluntary Agreement" made on the 16th day of JUNE, 2003, by and between Luckey Time Liquors trading as Shulman's Liquors (hereinafter to be known as "the applicant") located at 1555 1st Street, S.W. Washington, D.C. 20024, and Advisory Neighborhood Commission 6D (hereinafter to be known as ANC 6D); under the following terms and conditions:

1. "The Applicant's" establishment will not interfere with the peace, order, and quiet of the community, by making efforts including but not limited to posting signs to prohibit such elements as: loud noise and rowdiness of patrons on or near the establishment; revving of engines by clientele on or near the establishment; loitering on or near the establishment; keeping the establishment clean, well lit, and free of trash and debris; keeping the adjacent property and within 200 feet thereof, free of litter related to the establishment; and, taking such actions as are necessary to prohibit criminal activity on or near the establishment.
2. "The Applicant's" establishment will not substantially impact upon residential parking needs and shall make such arrangements as are necessary to assure that the clientele of the establishment shall park upon the establishment's private parking lot while conducting business with the establishment.
3. "The Applicant" will advertise employment opportunities to eligible persons within the immediate community, where such employment opportunities exist.
4. Within 200 feet of the establishment, "The Applicant" will make reasonable efforts to prohibit public urination and defecation by its clientele.
5. "The Applicant" will prohibit school-aged minors from patronizing the establishment during all school hours, except when accompanied by an adult.
6. "The Applicant" will prohibit the sale of single cups of ice.
7. "The Applicant" will keep the adjacent laundry mat clean, painted, well lit, and maintained by an attendant during all hours of operation.
8. "The Applicant" will keep the adjacent restaurant clean, painted, and well lit during all hours of operation.
9. "The Applicant" will place all purchases of alcoholic beverages in clear or opaque plastic bags.
10. In exchange for agreeing to and maintaining compliance with the foregoing nine (9) terms and conditions herein stated above, ANC 6D agrees to withdraw any objections forwarded to the ABC Board in reference to application # 1159.

Being in complete agreement herewith, we have affixed our signatures hereto, on the day and date above mentioned


Luckey Time Liquors t/a Shulman's Liquors


Chair, ANC 6D

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:)	
)	
Lucky Time Liquors LLC)	
t/a Shulman Liquors)	
)	
Application for a Retailer's Class A)	
License (renewal))	Application no. 1159-03/059P
at premises)	2003-53
1550 1 st Street, S.W.)	
Washington, D.C.)	
)	

Ahmed Assalaam, Chairman, on behalf of the Advisory Neighborhood Commission 6D,
Protestant

Shirley Phull, Member, on behalf of the Applicant

BEFORE: Charles Burger, Interim Chairperson
Vera Abbott, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Oppen-Weiner, Esquire, Member
Audrey Thompson, Member

ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST

The application, having been protested, came before the Board on June 18, 2003, 2003 in accordance with the D.C. Official Code Title 25, Section 601 (2000 Edition). Ahmed Assalaam, Chairman, on behalf of the Advisory Neighborhood Commission 6D, filed a timely protest letter dated May 20, 2003.

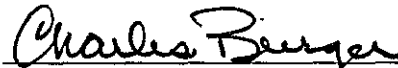
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated June 16, 2003, the protestant has agreed to withdraw the protest, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

Accordingly, it is this 9th day of July 2003, **ORDERED** that:

Lucky Time Liquors LLC
t/a Shulman Liquors
Case no. 1159-03/059P
Page two

1. The protest of Ahmed Assalaam, Chairman, on behalf of the Advisory Neighborhood Commission 6D, is **WITHDRAWN**;
2. The application of Lucky Time Liquors LLC t/a Shulman Liquors for a retailer's class A license (renewal) at 1550 1st Street, S.W., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement is **INCORPORATED** as part of this Order;
and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

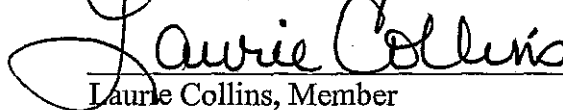
District of Columbia
Alcoholic Beverage Control Board



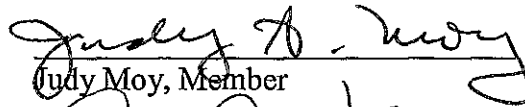
Charles Burger, Interim Chairperson



Vera Abbott, Member



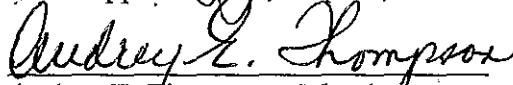
Laurie Collins, Member



Judy Moy, Member



Ellen Oppenheimer, Esquire, Member



Audrey E. Thompson, Member